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APPLICATION OF

WASHINGTON GAS LIGHT COMPANY

CASE NO. PUE000353

**For approval of a special
rate and contract**

HEARING EXAMINER'S RULING

August 1, 2000

On July 6, 2000, Washington Gas Light Company ("Washington Gas") filed an Application for Approval of a Special Rate and Contract ("Application") pursuant to § 56-235.2 of the Code of Virginia. Washington Gas seeks approval of a proposed Service Agreement for Delivery Service ("Service Agreement") dated March 28, 2000, between Washington Gas and Johns Manville International, Inc. ("Johns Manville"). The proposed Service Agreement contains a special rate negotiated by the parties.

On July 6, 2000, Washington Gas also filed a Motion for a Protective Order, along with a proposed Protective Order attached thereto. In its motion, Washington Gas requests that the Commission enter a Protective Order to assure confidential treatment of certain confidential information contained in the Application.

Good cause having been shown, I find that the Motion for a Protective Order should be, and it is hereby, **GRANTED**.

THEREFORE, IT IS DIRECTED THAT any documents, materials, and information to be produced by Washington Gas, including the redacted portion(s) of its Application and attached materials (the "Application"), or to be produced by any other party ("Other Party") in this proceeding in response to Commission Orders, Hearing Examiner Rulings, Commission Staff (the "Staff") data requests, or properly propounded interrogatories or requests for production of documents from Other Parties in the proceeding, which documents, materials, or information the producing party designates as confidential ("Confidential Information"), which designation may include competitively or commercially sensitive information, shall be produced, examined and used only in accordance with the following conditions:

- (1) The Clerk of the Commission is directed to maintain under seal all documents, materials, and information filed with the Commission in this proceeding which the producing party has designated, in whole or in part, as Confidential Information.
- (2) All Confidential Information produced to Washington Gas, the Staff, or Other Parties shall be used solely for purposes of this proceeding, including any appeals.

- (3) Access to Confidential Information shall be specifically limited to Washington Gas, the Staff, or Other Parties, their counsel and expert witnesses, and to support personnel who are working on this case under the direction of their counsel or expert witnesses and to whom it is necessary that the Confidential Information be shown for the purposes of this proceeding. In order to obtain access to such information, the Staff witnesses and their attorney are hereby directed to treat all Confidential Information received in connection with this case as set forth in this Ruling. In order to obtain access to such information, Washington Gas and all Other Parties, their counsel and expert witnesses shall sign an Agreement to Adhere to the Protective Ruling (“Agreement”), which is Attachment A to this Ruling. Staff counsel and expert witnesses are not required to sign the Agreement. All Agreements shall be promptly forwarded to the producing party upon execution and the producing party shall provide a list of those persons entitled to access to Confidential Information to the Clerk of the Commission and all counsel of record.
- (4) In the event that Washington Gas, the Staff, or Other Parties seek permission to grant access to any Confidential Information to any person other than the persons authorized to receive such information under paragraph (3) above, the party desiring permission shall seek the consent of counsel for the producing party. The producing party shall be under no obligation to furnish Confidential Information to persons other than those described in paragraph (3) above unless specifically ordered by the Commission to do so. Parties are encouraged, however, to seek stipulations to the maximum extent practicable. In the event of a negative response, the party seeking disclosure permission may apply to the Commission for such permission.
- (5) In the event Washington Gas or Other Parties contend that they should not be required to produce, to parties other than the Staff, specific documents, materials or information due to their commercially or competitively sensitive nature, or that access to competitively sensitive information should be restricted, Washington Gas or such Other Party shall bear the burden of proving that such specific documents, materials, or information should not be discoverable, or access should be restricted, by appropriate motion to the Commission.
- (6) In the event Washington Gas, the Staff, or Other Parties seek to introduce at a hearing, testimony, exhibits, or studies that disclose Confidential Information, the party seeking such introduction shall:
- (a) Notify the producing party at least three (3) days in advance of any such hearing regarding testimony that is not prefiled unless a shorter period would not unduly prejudice the producing party.

- (b) If such testimony is prefiled, file such testimony, exhibits, or studies with the Commission under seal and serve on all parties of record copies of the testimony, exhibits, or studies deleting those parts that contain references to or portions of the designated Confidential Information. The testimony, exhibits, or studies containing the Confidential Information filed with the Commission shall be kept under seal unless and until the Commission rules to contrary. Each party that is entitled to receive Confidential Information shall, upon signing Attachment A to this Ruling, receive a copy of those parts of the testimony, exhibits, or studies that contain references to or portions of the Confidential Information and each party and counsel shall be bound by this Ruling insofar as it restricts the use of and granting of access to the Confidential Information.
- (7) Oral testimony regarding Confidential Information, if ruled admissible by the Commission, shall be taken in camera and in the presence of only those persons who have been granted access to the Confidential Information pursuant to this Ruling and that portion of the transcript recording such testimony shall be placed in the record under seal.
- (8) No person authorized under this Ruling to have access to Confidential Information shall disseminate, communicate, or reveal any such Confidential Information to any person not specifically authorized under this Ruling to have access thereto.
- (9) At the conclusion of this proceeding (including any appeals), any originals or reproductions of any Confidential Information produced pursuant to this Ruling shall be returned by Washington Gas and Other Parties to the producing party (or destroyed) if requested to do so by the producing party. At such time, any originals or reproductions of any Confidential Information in the Staff's possession will be returned to the producing party, destroyed, or kept with the Staff's permanent work papers in a manner that will preserve the confidentiality of the documents, materials, or information.
- (10) This Ruling does not preclude Washington Gas, the Staff, or any Other Party from arguing, prior to public disclosure, that documents, materials, or information received under this Ruling should not be treated as confidential. But in no event shall any party disclose Confidential Information it has received subject to this Ruling absent a finding by the Commission that such information does not require confidential treatment. If Washington Gas, the Staff, or any Other Party desires to make such assertion, the producing party shall be given reasonable notice before being required to bear the burden of proving the contrary, and reasonable notice shall be at least three (3) days in advance of a hearing in connection with testimony that is not prefiled and contains Confidential Information. The burden of proving that documents, material, or information require confidential treatment as trade secrets,

commercially or competitively sensitive information, or other grounds for confidential treatment shall be upon the person requesting that the documents, materials, or information be held in confidence.

- (11) A producing party is obligated to separate non-confidential documents, materials, and information from Confidential Information wherever practicable, and to produce the non-confidential documents, materials, and information in a timely manner.

Michael D. Thomas
Hearing Examiner

ATTACHMENT A

APPLICATION OF

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AGREEMENT TO ADHERE TO PROTECTIVE RULING

I, _____, on behalf of and representing
_____, hereby acknowledge having read and understood
the terms of the Protective Ruling entered in this proceeding by the Hearing Examiner on
August 1, 2000, and agree to treat all Confidential Information that I receive, review,
or to which I have access in connection with this Case No. PUE000353 as set forth in that
Protective Ruling.

Signature: _____

Printed Name: _____

On behalf of: _____